

Working Agreement



By and Between



**United Association of Journeymen and Apprentices
of the Plumbing and Pipe Fitting Industry of the
United States and Canada**

and

**EASTERN IOWA / WESTERN ILLINOIS
MECHANICAL CONTRACTORS
ASSOCIATION**

Effective May 1, 2002

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THIS AGREEMENT entered into this first day of May, 2002, by and between the Eastern Iowa/Western Illinois Mechanical Contractors Association (composed of the Mississippi Valley Chapter of the Mechanical Contractors Association and the Rock River Plumbing-Mechanical Contractors Association) (hereinafter the "Association") for and on behalf of its members signatory hereto, as well as those firms who have designated the Association, in writing, as their collective bargaining representative, (hereinafter the "Employers") and Plumbers and Pipefitters Local Union #25 affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. The jurisdiction of this Agreement includes the Counties of Henderson, Mercer, Henry, Knox, Warren, Rock Island, Whiteside, Lee and Carroll County west of Route No. 78 excluding Mount Carroll by one mile outside the city limits, continuing north on Route 78 to the south line of Jo Daviess County, then west to Route No. 84 to one mile north of Hanover, Illinois, then west to the river one mile north of Blanding, Illinois. The Savanna Ordinance Depot in its entirety, the Apple River Chemical Plant in its entirety, also including the Rock Island Arsenal located in the Mississippi River near Moline and Rock Island, Illinois.

The jurisdiction of this Agreement also includes the Counties of Adams, Brown, Schuyler (excluding the Townships of Fredrick, Browning and Hickory) and Hancock County west of Route 94, excluding Carthage by one mile outside the city limits in Illinois. This area shall be known as the Illinois Zone. The counties of Cedar, Clinton, Jackson, Muscatine and Scott in Iowa. This area shall be known as the Iowa Zone. It is also agreed between the Parties that the Local Union has Pipeline jurisdiction covering the mainline and distribution in the State of Iowa.

ARTICLE I RECOGNITION

The Association, on behalf of the Employers, recognizes the Local Union as the collective bargaining agent for all Employees performing the work covered by this Agreement in accordance with the certification of the National Labor Relations Board attached hereto.

It is also the intent and purpose of the parties hereto to secure and sustain reasonable maximum productivity on the basis that a fair day's work is that amount which can be produced by a qualified Employee when working at a normal pace and effectively utilizing his time.

It is agreed between the parties that Employee as used herein, shall mean and refer to those job classifications known as journeyman plumber, plumbing welder, public utility, gas fitter, lead burner, marine plumber and fitter, pipefitter, steamfitter, pipefitter welder and steamfitter welder, pipeline, mechanical equipment serviceman, refrigeration and air-conditioning fitter, Quality Assurance/Quality Control personnel, welding supervisor, all their apprentices and journeyman assistants.

ARTICLE II UNION SECURITY

All present Employees of each Employer who are members of the Union shall, as a condition of continued employment with said Employer, maintain membership during the life of this Agreement to the extent of tendering the periodic dues and initiation fees uniformly required by the Union as a condition of acquiring or retaining membership. All present Employees of such Employers who are not members of the Union and all Employees of each Employer hired after the date of this

Agreement shall become members of the Union by the 31st day after their employment of by the 31st day after the date of this Agreement, whichever is later.

Upon written notice from the Union advising that an Employee has failed to acquire or failed to maintain membership in the Union by tendering payment of the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership, the Employer shall forthwith discharge the Employee unless the Employer has reasonable grounds for believing that membership was not available to the Employee on the same terms and conditions generally applicable to other members or that membership was denied or terminated for reasons other than failure of the Employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

This ARTICLE shall not be in force or effect for any employment within the boundaries of Iowa, or any other State which has or enacts a statute, act or law prohibiting Union membership or affiliation as a condition of employment, provided the law is applicable to the Employers and parties hereto. In the event any State, including Iowa, which has, or during the lifetime of this contract, enacts a statute, act or law prohibiting any Union security agreement, and subsequently repeals such statute, act or law, ARTICLE II will become in full force and effect for any employment within the boundaries of that State immediately upon the effective date of such repeal.

ARTICLE III

EXCLUSIVE REFERRAL CLAUSE

SECTION 1. The Union shall be the sole and exclusive source of referrals of applicants for employment.

SECTION 2. If the registration list is exhausted, and the Union is unable to refer applicants for employment to the Employer within forty-eight (48) hours from the time of receiving the Employer's request, Saturdays, Sundays and Holidays excluded, the Employer shall be free to secure applicants from other sources. The Employer shall then notify the Union promptly and send said applicant to the Union for referral to the Employer.

SECTION 3. REFERRAL PROCEDURE. The Union shall establish and maintain a separate appropriate out-of-work list for qualified applicants available for employment as journeyman plumbers and pipefitters in accordance with Article III. The Employer shall request qualified applicants for employment by calling the Union. Whenever the Employer requests qualified applicants for any job, he shall notify the Union Office either in writing or by telephone giving the job location, the type of work to be performed and the number of qualified applicants required. Selection of applicants shall be on a non-discriminatory basis.

SECTION 4. RIGHT TO HIRE BY NAME. Association members and individual direct parties signed to the Agreement, requesting qualified applicants, shall have the option of requesting journeymen by name in accordance with the following:

(A) Upon request by the Employer for journeymen, the Union shall refer qualified applicants to the Employer from the appropriate out-of-work list. All journeymen

shall be referred in the proper order as their name appears on the out-of-work list.

(B) FOREMEN: The Employer shall have the privilege to call a Foreman, General Foreman or Superintendent by name from the out-of-work list. Such request shall be in writing, signed by the Employer prior to referral of the employee. Further, when an Employer requests an Employee as a Foreman, General Foreman, or Superintendent, said Employee must be employed at that supervisory capacity for the duration of the employment.

(C) SERVICEMEN: The Employer request for a serviceman with special skills and abilities shall be honored by name from the out-of-work list. Such request shall be in writing, signed by the Employer, prior to referral of the employee. A person called to work service shall work not less than 24 hours a week on service or not less than 96 hours a month on service. Further, when an Employee is requested by name for service, said Employee must be employed as a serviceman for the duration of employment.

(D) No Employer shall be eligible to exercise the privilege of calling an Employee by name for a period of six (6) months if he has hired any individual other than through the Union or is currently delinquent in the payment of fringe benefits. This six (6) month eligibility shall apply from the date the Employer is paid up current on fringe benefits or the date the Employer hired any individual other than through the Union.

(E) No Employer signatory to this Agreement shall transfer an Employee to any other signatory Contractor.

(F) Any Employee who has worked for a specific Employer for one-hundred twenty (120) calendar days or more shall be eligible for recall by said specific Employer

for a period of nine (9) months from date of layoff by said specific Employer. No Employee may have call back rights to more than two (2) Employers.

SECTION 5. ANTI-DISCRIMINATION CLAUSE.

It is expressly understood and agreed that the Employer shall abide by the selectivity in hiring, providing there shall be no discrimination on the part of the Employer, against any Employee or applicant for employment because of his Union membership, Union activity, or because of age, race, creed, color or gender. Likewise, the Union and its officials and members shall not, in any manner whatsoever, discriminate against or in favor of an Employer of men covered by this Agreement.

SECTION 6. The Union Office shall make available to the Employer the current out-of-work list at each designated Referral Office.

SECTION 7. For all other Employer parties to this Agreement, upon request by the Employer for journeymen or apprentices, the Union shall refer qualified applicants to the Employer from the appropriate out-of-work list. All journeymen or apprentices shall be referred in the proper order as their names appear on the out-of-work list.

ARTICLE IV MANAGEMENT RIGHTS

The management of the business and the direction of the working forces, including, but not limited to, the right to plan, direct and control operations, hire, discharge, or relieve Employees from duty because of lack of work or for other legitimate reasons, the right to study or introduce new or improved production methods or facilities, and the right to establish and maintain rules and regulations covering the operation of his business, are vested in the Employer.

ARTICLE V HOURS OF WORK

SECTION 1. The regular workday shall consist of eight (8) hours from 8:00 A.M. To 12:00 Noon, and from 12:30 P.M. to 4:30 P.M., Monday through Friday. The pay week shall be figured from 12:01 A.M. Monday to Midnight Sunday. Morning and afternoon breaks of ten (10) minutes at the workplace.

SECTION 2. No Employee shall be required to be at his place of employment earlier than 7:50 A.M. nor start work before 8:00 A.M. Any other working hours must first be approved mutually by the parties to this Agreement.

SECTION 3. Employees having to go to the shop for material or information shall not be required to report before the regular time herein mentioned, nor shall they be required to go to the shop after the day's work to get information or to get out material for the next day.

SECTION 4. Employees shall not loiter around the shop where they are employed, and shall work overtime only upon the call of their Employer and receive overtime rates for same.

SECTION 5. Employees shall not be required as a condition of employment to punch a time clock or any substitute thereof either on the job or in the shop as a means of reporting or leaving the job.

SECTION 6. When shift work is considered, the Employer shall notify the Union Office in writing prior to the commencement of the shift work schedule.

In addition, the Employer shall list the job location, estimated duration of shift schedule and a job description of work involved. Shift Work shall be worked as follows:

(1) Eight (8) hours shall constitute a day's work beginning at 8:00 A.M. and ending at 4:00 P.M. including lunch period, unless otherwise provided by mutual agreement. The day shift work week shall be forty (40) hours. All time worked in excess of eight (8) hours per day and all time worked on either one of the two scheduled off days, shall be paid at the prescribed overtime rate.

(2) When shift work is performed, it must continue for a period of not less than five (5) consecutive days. The first shift, or day shift, shall work eight (8) hours beginning at 8:00 A.M. and ending at 4:00 P.M. The second shift, or evening shift, shall begin at 4:00 P.M. and end at 12:00 Midnight. The third shift, or night shift, shall begin at 12:00 Midnight and end at 8:00 A.M.

(3) Employees working second and third shift shall work as outlined for the day shift. The hourly rate for men on the second and third shift shall be fifteen percent (15%) over the hourly rate.

(4) No Employee shall be terminated for refusal to work a 2nd or 3rd shift.

SECTION 7. The Union and the Employer may establish a four-day workweek consisting of four (4) ten-hour days. The workweek shall consist of four (4) consecutive ten-hour workdays, Monday thru Thursday, at the regularly established hourly rate. All work performed beyond ten (10) hours on the four-day work week will be paid at the prescribed overtime rate.

Each Employee shall receive three (3) consecutive days off work. If an Employee works any of these three (3) days, he shall receive one and one-half (1-½) times the regularly established hourly rate for Friday and Saturday and double the regularly established hourly rate

for Sunday. If the Contractor establishes a four-day, ten-hour workweek, it is agreed that the minimum duration of the schedule will be eight (8) working days.

MAKE-UP DAY. If an Employee is unable to work Monday through Thursday, the Contractor may work the Employee on Friday as a voluntary make-up day at the regularly established hourly rate.

Article V, Section 1 shall not apply when in conflict with any Local, State or Federal Laws.

ARTICLE VI OVERTIME

SECTION 1. Overtime compensation at the rate of time and one-half (1-½) times the straight time rate shall be paid for all hours worked before or after the regular established work day.

SECTION 2. Work performed on Saturday shall be at the rate of time and one-half (1-½) for any ten consecutive hours worked up to midnight Saturday. Any hours worked in excess of ten hours and hours performed after midnight Saturday until midnight Sunday shall be at the rate of double (2) time.

SECTION 3. All overtime hours of employment shall require the Employer and Employee to notify the office of the Union in accordance with conditions established by the Joint Arbitration Board.

SECTION 4. All emergency service work, with exception of holidays, shall be at the rate of time and one-half (1-½).

ARTICLE VII HOLIDAYS

SECTION 1. Work performed on the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (as designated by the State of Illinois), Thanksgiving Day and the day after Thanksgiving, Christmas Day or days celebrated as such shall be paid at the rate of double (2) time the straight time rate.

SECTION 1(a). Emergency service and repair work shall be performed on Veterans Day and the day after Thanksgiving at the time and one-half rate.

SECTION 2. No work shall be done by Employees on Labor Day except in case of emergency which constitutes danger to life or property. Employees shall receive double (2) time.

SECTION 3. When a holiday falls on Sunday, the following Monday shall be considered as a holiday and the double (2) time wage rate shall apply. Should a holiday fall on Tuesday or Thursday, and the Union and the Employer mutually agree, the Employer may refrain from working the day before or the day after the holiday and the entire shop shall abide by the agreement.

ARTICLE VIII REPORTING PAY

SECTION 1. Any Employee after being hired and requested to report for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the regular wage rate, unless he has been notified before leaving his home not to report; and any Employee who reports for work and for whom work is provided shall receive not less than four (4) hours pay,

in the morning; and if more than four (4) hours are worked in any one day, he shall receive no less than a full eight (8) hours pay. A journeyman working on a jobbing truck will be the only exception to this provision or, when strike conditions make it impossible to put Employee to work.

SECTION 2. Employees reporting to work on Travel pay and for whom there is no work due to shortage of material, inclement weather, etc. shall receive said amount of travel pay as negotiated under ARTICLE IX.

SECTION 3. Employees called back on work they have installed to repair leaks or to make adjustments, must charge time and receive pay for same.

ARTICLE IX TRAVEL TIME AND TRANSPORTATION EXPENSE

SECTION 1. If, as a condition of his employment, an Employee must drive his personal car (in the case of control work) a mileage rate of \$.14 a mile shall apply.

The Employer agrees to pay the expense of any assessment of an Employee that he sends to another bargaining unit.

SECTION 2. Under no conditions shall Employees use their automobile to haul tools or materials to or from jobs.

SECTION 3. Employees using vehicles furnished by the Employer shall not leave the stop until 8:00 A.M. and same to be in the shop at 4:30 P.M.

SECTION 4. If it is necessary for the Employee to stay at the job location, he shall receive fourteen dollars (\$14.00) per diem for each day worked, and he

shall be paid fourteen cents (\$.14) per mile for himself and an additional ten cents (\$.10) per mile for each additional passenger travel expense if he is using his own machine (one round trip per week).

SECTION 5. Any employee who is required to work in the shaded area as shown on the map which is attached hereto and made a part of this Agreement and has been dispatched from the Referral Halls located in Rock Island, Galesburg or Sterling shall receive \$12.75 Travel Pay per day for the entire duration of that employment. It is agreed that no municipality shall be split by this Agreement. The following shaded areas shall constitute Travel pay: In the Northern Jurisdiction of Local 25 - the entire area of Carroll County and the Apple River Chemical Plant. In the Southern Jurisdiction of Local 25 - Henderson County - excluding the City of Oquawka: the entire areas south and west of Route 164; the entire areas south and west of Route 116; and the proposed Generating Facility near the City of Gladstone; in Warren County, the entire area in a straight line south of Road #400 and #600 east on Route 67. In the Eastern Jurisdiction of Local Union No. 25 near Route 51 east of the Milwaukee Railroad Tracks: any industrial or commercial construction projects. See Map attached to the back of Working Agreement.

SECTION 6. Any other Travel Expense to be negotiated.

ARTICLE X PAY DAY

SECTION 1. The Employer shall designate when he shall pay his Employees, provided no more than one (1) week is withheld. An Employer who fails to pay his Employees on the designated payday before the end of the shift, with the employee having the pay in his

possession, the Employees hourly rate shall continue on at the rate of straight time until such time as the Employee is paid.

SECTION 2. Should an Employee covered by this Agreement be discharged or laid off, the Employer shall pay the Employee in full at the time of discharge or layoff. When an Employee is discharged or laid off, he shall be provided a termination slip from the Employer showing condition of discharge (voluntary quit, reduction in force, fired for cause, etc.). Forms shall be supplied by Local Union #25. If a termination slip is not issued at the time of discharge then said discharge will automatically be considered as a reduction in force.

SECTION 3. It is agreed the Employer shall furnish each Employee with a weekly statement or check stub showing the payroll period, the number of hours worked, overtime hours worked, and the amount of each individual deduction from earnings including year to date totals of all earnings and all deductions from earnings. Employee must be paid by the Employer to whom he was referred.

ARTICLE XI WAGE SCALE ILLINOIS

SECTION 1. Beginning May 1, 2002, the Employer and Local Union No. 25 agree that the minimum rate of wages of Journeymen in the jurisdiction of Local Union No. 25 shall be at the rate of \$28.97 per hour or \$231.76 per eight (8) hour day.

Effective November 1, 2002, the minimum rate of wages of journeymen shall be at the rate of \$29.22 per hour or \$233.76 per eight (8) hour day.

It is further agreed effective May 1, 2003, the wage package shall be increased \$.55, and effective November

1, 2003, an additional \$.55. The increases can be allocated for wages or fringe benefits at the discretion of the Union.

It is further agreed effective May 1, 2004, the wage package shall be increased \$.55, effective November 1, 2004, an additional \$.55. The increases can be allocated for wages or fringe benefits at the discretion of the Union.

SECTION 2: Apprentice applicants indentured after June 17, 1991, shall serve a 12-month probationary period during Level 1. Thereafter each level of advancement shall consist of a 12-month period.

The hourly wage rate and fringe benefit contributions payable by an Employer shall be as follows:

HOURLY RATES

LEVEL	PCT.	5/1/02	11/1/02
First (12-month Probationary)	40%	\$11.59	\$11.69
Second	45%	13.04	13.15
Third	50%	14.49	14.61
Forth	65%	18.83	18.99
Fifth	80%	23.18	23.38

Fringe benefits shall be as follows:

EFFECTIVE MAY 1, 2002:

	H&W	LOCAL PENSION	NAT'L PENSION	JAC	IAF	INT'L TRAINING
FIRST LEVEL	\$3.40	\$.00	\$.00	\$.44	\$.00	\$.05
SECOND LEVEL	3.40	.00	.00	.44	.26	.05
THIRD LEVEL	3.40	5.13	.90	.44	.26	.05
FOURTH LEVEL	3.40	5.13	.90	.44	.26	.05
FIFTH LEVEL	3.40	5.13	.90	.44	.26	.05

EFFECTIVE NOVEMBER 1, 2002:

FIRST LEVEL	\$3.50	\$.00	\$.00	\$.44	\$.00	\$.05
SECOND LEVEL	3.50	.00	.00	.44	.26	.05
THIRD LEVEL	3.50	5.33	.90	.44	.26	.05
FOURTH LEVEL	3.50	5.33	.90	.44	.26	.05
FIFTH LEVEL	3.50	5.33	.90	.44	.26	.05

Wage increase for apprentices for each Level of Advancement are subject to approval of the Joint Apprenticeship Committee.

SECTION 3. On April 30, 1998, the differential in wages and fringe benefit contributions for bargaining unit employees working in the Illinois jurisdiction and Iowa jurisdiction of the Union was \$2.16. The parties have agreed that the intent is to establish parity in wages and fringe benefits paid throughout the jurisdiction of Local 25 within a ten year period beginning May 1, 1998. Consistent therewith the parties have agreed to provide the following wages and/or fringe benefits for those employees working in the Iowa jurisdiction of the Union:

IOWA

SECTION 1. Beginning May 1, 2002, the Employer and Local Union No. 25 agree that the minimum rate of wages of Journeymen in the jurisdiction of Local Union No. 25 shall be at the rate of \$27.60 per hour or \$220.80 per eight (8) hour day.

Effective November 1, 2002, the minimum rate of wages of journeymen shall be at the rate of \$27.97 per hour or \$223.76 per eight (8) hour day.

It is further agreed effective May 1, 2003, the wage package shall be increased \$.68, and effective November 1, 2003, an additional \$.67. The increases can be allocated for wages or fringe benefits at the discretion of the Union.

It is further agreed effective May 1, 2004, the wage package shall be increased \$.68, effective November 1, 2004, an additional \$.67. The increases can be allocated for wages or fringe benefits at the discretion of the Union.

SECTION 2. All apprentice applicants indentured shall serve a 12-month probationary period. Thereafter, one level of advancement shall consist of a 12-month period made up of 2 wage increases. The hourly wage rate and fringe benefit contributions payable by an Employer shall be as follows:

	Effective	Local	Natl.	
	5/1/02	Pens.	Pens.	H&W
1 st Six Month Period - 35%	\$ 9.66	\$0.00	\$.45	\$3.40
2 nd Six Month Period - 40%	11.04	.00	.45	3.40
3 rd Six Month Period - 45%	12.42	2.57	.45	3.40
4 th Six Month Period - 50%	13.80	2.57	.45	3.40
5 th Six Month Period - 55%	15.18	2.57	.45	3.40
6 th Six Month Period - 60%	16.56	2.57	.45	3.40
7 th Six Month Period - 65%	17.94	5.13	.45	3.40
8 th Six Month Period - 70%	19.32	5.13	.45	3.40
9 th Six Month Period - 80%	22.08	5.13	.45	3.40
10 th Six Month Period - 80%	22.08	5.13	.45	3.40

11/1/02

1 st Six Month Period - 35%	\$ 9.79	\$0.00	\$.45	\$3.50
2 nd Six Month Period - 40%	11.19	.00	.45	3.50
3 rd Six Month Period - 45%	12.59	2.67	.45	3.50
4 th Six Month Period - 50%	13.99	2.67	.45	3.50
5 th Six Month Period - 55%	15.38	2.67	.45	3.50
6 th Six Month Period - 60%	16.78	2.67	.45	3.50
7 th Six Month Period - 65%	18.18	5.33	.45	3.50
8 th Six Month Period - 70%	19.58	5.33	.45	3.50
9 th Six Month Period - 80%	22.38	5.33	.45	3.50
10 th Six Month Period - 80%	22.38	5.33	.45	3.50

Additional Fringe Benefits:

Industry Advancement Fund	\$.26
Joint apprenticeship	.44
International Training Fund	.05

Wage increase for apprentices for each Level of Advancement are subject to approval of the Joint Apprenticeship Committee.

ARTICLE XII FOREMEN

SECTION 1. Any Journeyman assigned by his Employer to act as Foreman and assumes the responsibilities of the job, where at anytime during the progress of the job four (4) or more men, including the Foreman, up to a total of eleven (11) men, the Foreman shall receive during the period of such an assignment ten percent (10%) per hour more than the regular wage scale for an eight (8) hour day, and shall be paid proportionately for all overtime work.

After nine (9)men, including the Foreman, the Foreman shall not work with the tools.

An additional Foreman shall be employed to assume the responsibilities for each unit of eleven (11) men to be employed. Said Foreman being the first of eleven (11) men in the ensuing groups, shall receive the Foreman's rate as stated above.

SECTION 2. On any job having two or more Foremen employed, it is further agreed that a General Foreman shall be assigned to coordinate the activities of the various Foremen in order to expedite the functions of the work on installation upon the instructions from the Piping Superintendent. For such services, said General Foreman shall receive twenty percent (20%) per hour more than the regular wage scale and shall be paid proportionately for all overtime work.

An additional General Foreman shall be employed to assume the responsibilities on the job for each unit of five (5) Foremen to be employed.

SECTION 3. On any job having two (2) or more General Foremen or area Lead Men employed, there shall be assigned a Piping Superintendent to coordinate the activities of the General Foremen. After four (4) General Foremen, there shall be assigned another Piping Superintendent. A Piping Superintendent shall receive thirty percent (30%) per hour more than the regular wage scale for an eight (8) hour day and shall be paid proportionately for all overtime work. On any job having two (2) or more Piping Superintendents, there shall be a General Superintendent. A General Superintendent shall receive forty percent (40%) per hour more than the regular wage scale for an eight (8) hour day and shall be paid proportionately for all overtime performed by them.

SECTION 4. On any job within the jurisdiction of Local Union No. 25, the Lead Man provisions of this Section shall affect all Employers who are recognized by Local Union No. 25 as fair Employers.

SECTION 5. The above sections relating to Lead Men, Foremen, General Foremen, Area Lead Men or Superintendents shall be members of the bargaining unit.

SECTION 6. Any person who is placed in the position as a Supervisor or Technician shall not work with the tools.

SECTION 7. On any job requiring sketch drawings or spool drawing for fabrication of our work, this shall be done by Journeymen of this bargaining agreement and shall receive twenty-five (\$.25) cents per hour over the regular journeyman wage scale.

ARTICLE XIII

QUALITY ASSURANCE/QUALITY CONTROL

SECTION 1. Quality Assurance/Quality Control - hereinafter QA/QC. Any Journeyman assigned by his

Employer to act as a QA/QC Inspector, QA/QC Lead Inspector, QA/QC Control Supervisor and Welding Supervisor and assumes the responsibility of the job shall be employed by the Employer on the following Schedule:

WAGES:

QA/QC Inspectors shall receive ten percent (10%) per hour more than the regular journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

QA/QC Lead Inspectors shall receive twenty percent (20%) per hour more than the regular journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

QA/QC Supervisors shall receive thirty percent (30%) per hour more than the regular journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

Welding Supervisors shall receive ten percent (10%) per hour more than the regular journeyman wage rate, per eight (8) hour day, and shall be paid proportionately for all overtime work.

RATIO OF MEN:

<u>QA/QC INSPECTORS</u>	<u>QA/QC LEAD INSPECTORS REQUIRED</u>	<u>QA/QC SUPERVISORS REQUIRED</u>
4 TO 10	1	0
11 TO 20	2	1
21 TO 30	3	1
31 TO 40	4	1
41 TO 50	5	2
51 TO 60	6	2
61 TO 70	7	2
71 TO 80	8	2

SECTION 2. It is understood that all Quality Assurance/Quality Control Personnel and Welding

Supervisors shall be members of the Bargaining Unit and that the provisions of this Article shall only be applicable for work performed at Nuclear Generating Facilities or Fossil Fuel Generating Facilities and is not applicable for single purpose facilities used within a particular residential, commercial or industrial project.

ARTICLE XIV WORKMEN'S COMPENSATION AND UNEMPLOYMENT INSURANCE

SECTION 1. The Employer agrees at all times to carry Workmen's Compensation Insurance, Federal and State Unemployment Compensation and Federal Old Age Benefits on all Employees covered by this Agreement and to file certificates of such insurance with Local Union No. 25.

SECTION 2. All Employers and Employees shall be required to observe applicable Health, Safety and Sanitation Laws.

ARTICLE XV WELDING TESTS

SECTION 1. If a welding test is required prior to being allowed to weld on any system, said welder shall receive twenty-five cents (\$.25) per hour more than the regular wage scale for an eight (8) hour day and shall be paid proportionately for all overtime performed by them. Employees performing the welding of all galvanized metals shall be paid twenty-five cents (\$.25) per hour more than the regular wage scale for an eight (8) hour day, and shall be paid proportionately for all overtime performed by them.

SECTION 2. Any welder who is required to take a test to qualify for a job shall receive four (4) hours pay

at the regular wage rate. If more time is required, he shall receive one days pay.

SECTION 3. Any qualified or certified welder carried on the payroll as such shall receive twenty-five (\$.25) per hour more than the regular wage rate for the duration of the welding job.

SECTION 4. Employer will furnish all tools, equipment, welders, gloves, sleeves, goggles and hoods.

ARTICLE XVI UNION STEWARDS

SECTION 1. Each Employer shall at all times be informed as to who is shop or job steward; and whenever a change is made, such change is to be reported to the Employer.

SECTION 2. Shop stewards must transact all matters of difference in the shop concerning the Employees hereunder with their Employers at the office, and are not to interfere with the workmen until after any matter in dispute has been reported to the Employer.

SECTION 3. A steward shall be a working journeyman appointed by the Business Manager of Local Union No. 25 who shall in addition to his work as a journeyman, be permitted to perform during working hours such of his union duties as cannot be performed at other times. Such duties shall be performed as expeditiously as possible.

SECTION 4. The steward shall not be discharged or laid off for lawful union activities. They shall protect the jurisdiction of work as set out in this Agreement and also see to it that conditions contained in this Agreement are lived up to.

SECTION 5. The Employer agrees to comply with all Federal and State Regulations concerned with the safety and health of its Employees and to provide facilities in accordance with the requirements of said regulations.

SECTION 6. No workman will be required to start or to continue work on any construction project on which the State Safety Inspector has listed unsafe working conditions or violations of the State Safety Laws. Nor will he be required to return to work on any such project until all unsafe conditions listed by the State Safety Inspector have been corrected.

ARTICLE XVII RIGHT OF ACCESS

SECTION 1. Authorized representatives of Local Union No. 25 shall have access to jobs where employees covered under this Agreement are employed, providing they do not unnecessarily interfere with the Employees or cause them to neglect their work.

ARTICLE XVIII APPRENTICES

SECTION 1. It is mutually agreed that a Joint Apprenticeship Trust Fund has been established. For the purpose of administering said Trust, a Board of Trustees has been created consisting of twelve (12) members, six (6) appointed or elected by the Association and six (6) appointed or elected by the Union. Effective no later than September 1, 1999, the Board of Trustees will be reduced to eight (8) members; four (4) appointed by the Association and four (4) by the Union. The duty of the Board of Trustees shall be to execute an agreement and Declaration of Trust in accordance with Federal, State and Local laws and to administer the affairs of the Apprenticeship Program.

SECTION 2. No Employer shall be given an apprentice unless he shall have employed a journeyman for a period of at least one year.

SECTION 3. Apprentices, after serving a 12-month probation, shall be eligible to become members of the Union provided, the said apprentice is qualified by recommendation by the Joint Apprenticeship Committee.

SECTION 4. All apprentices shall be governed by the same overtime rate that is effective for journeymen.

SECTION 5. Responsibility for the selection of apprentices is vested by the Joint Apprenticeship Committee.

SECTION 6. During their apprenticeship all apprentices shall work under the conditions of this Agreement as they apply to journeymen.

SECTION 7. Apprentices in their third, fourth and fifth level shall, at the discretion of the Employer, be permitted to work alone under the general supervision of a journeyman.

SECTION 8. If any apprentice at the beginning of any year should fail to pass the proper examination prescribed by the Joint Apprenticeship Committee, he/she shall continue at his/her old wage scale until such time as he/she is able to pass the proper examination.

SECTION 9. Three (3) separate lists are to be established one (1) each for Plumbers, Pipefitters and HVAC Service. One (1) apprentice for each branch of the trade will be allowed each Employer provided one (1) journeyman of each branch is employed.

The following journeyman-to-apprentice ratio will be allowed for each branch of the trade:

- (1) apprentice to (1) journeyman.
- (2) apprentices to (2) journeymen.
- (3) apprentices to (8) journeymen.
- (4) apprentices to (10) journeymen.
- (5) apprentices to (14) journeymen.
- (6) apprentices to (20) journeymen.

Above 20 the ratio of apprentices to journeymen will be 25%.

ARTICLE XIX JOURNEYMEN

SECTION 1. The Local Union agrees to make a continuing effort to upgrade the proficiency of its members.

ARTICLE XX RESIDENTIAL WORK

SECTION 1. Residential Work shall be defined as any single family residence, single family remodel, all repair and maintenance of single family residence.

SECTION 2. The above Section shall not apply to duplexes, condominiums, public projects, commercial projects or industrial projects.

SECTION 3. On Residential Work, a 2nd Year Apprentice, 3rd Year Apprentice, 4th Year Apprentice or 5th Year Apprentice shall be permitted to work alone, but shall be under the general supervision of a journeyman to insure the safe and satisfactory performance of his duties.

SECTION 4. Before an Employer may implement the Residential Clause, it must first be approved by the Union. Upon receiving permission, it shall be mandatory for the Employer to complete monthly

Job Reports (furnished by the Union). The Job Reports will give a summary of the apprentice job activities and will be forwarded to the Union Office by the Employer for permanent record.

SECTION 5. Notwithstanding anything herein to the contrary, the Union expressly reserves the right to terminate, at any time, with cause, the right of an Employer to implement the Residential Clause on any or all of the above described work.

SECTION 6. This Article XX shall become effective on May 1, 1981, and shall continue in full force and effect until March 31, 1983, unless both parties mutually agree to extend the termination date of this Article. It is understood that the Employer voluntarily agrees to waive any right to raise the subject of the inclusion of a Residential Clause in the Collective Bargaining Agreement which will be effective on April 1, 1983, or thereafter, unless both parties mutually agree to negotiate on that subject of bargaining.

ARTICLE XXI JOURNEYMAN ASSISTANT

SECTION 1. Effective May 1, 1997, the Union and the Contractors Association agree to establish a Journeyman Assistant Classification with a base wage rate per hour as is hereafter mutually determined by the Union and the Employers and Welfare fund provided by the Employer, either through contributions to the Local Union No. 25 Health and Welfare Plan or the Employer's own company plan. No other benefits will apply to this classification.

SECTION 2. The Journeyman Assistant will be taken from any position on the current JAC apprentice applicant lists posted at Local Union No. 25's Hall. Only two (2) Journeyman Assistants per shop, then a 3rd JA is

allowed after 30 U.A. Journeymen/Apprentices. A 4th Journeyman Assistant may be allowed at the discretion of the Business Manager.

SECTION 3. The scope of work for a Journeyman Assistant is limited to: general maintenance and maintenance of tools, machinery, trucks, cars or other equipment; the disposal of all unused material or unusable equipment or materials; drilling of holes in wood structures of any type; core drilling; installation of filters in HVAC systems; the delivery, removal and assistance in the distribution of materials to and from the point of installation provided that a Journeyman Assistant will not be allowed to install any portion of a plumbing or pipefitting system.

SECTION 4. It was further agreed that any Employer that has a Metal Tradesman employed prior to May 1, 1997, will be required to abide by the terms and conditions of the current Metal Trades agreement and will not be allowed to terminate said Employee in order to hire a Journeyman Assistant unless the Employer's work load is such that the Employee's services are not required or the Employee is taken into Local Union No. 25's Apprenticeship Program, or there exists any other valid reason for termination under the provisions of the applicable Collective Bargaining Agreement.

ARTICLE XXII TOOLS

SECTION 1. Employers will furnish all tools and equipment necessary to make a complete plumbing and/or piping installation. The Employer may keep a record of his tools to guard against loss or damage to his equipment and will provide proper safeguard for such tools. Employer may require said journeyman to sign a receipt

for tools placed in his care. The Employee may be required to replace or pay for lost or missing tools for which the Employer holds a receipt. Such decisions are subject to the Joint Arbitration Board if agreement cannot be reached between the Employer and the Employee.

ARTICLE XXIII STRIKES AND LOCKOUTS

SECTION 1. No Strike - No Lockout: During the life of this Agreement the Union will not engage in, sanction or assist in any strike, slow-down, boycott or other economic action except as provided herein, against any Employer due to jurisdictional disputes or on any matter that is subject to the grievance and arbitration procedures set forth in this Agreement and the Employer will not engage in any lockout of the Employees covered by this Agreement.

SECTION 2. Exceptions to No-Strike provision
Anything to the contrary notwithstanding, the Union shall be entitled to resort to all legal and economic remedies including the right to strike and picket if the Employer:

(a) Fails or refuses to comply with or execute any settlement decision reached under the provisions of Article XXIV and XXV of this Agreement, or

(b) Issues a check for the payment of wages which is not handled by the bank on which it is drawn due to insufficient funds; or

(c) Fails to make contributions required by the Fringe Benefit Fund Articles of this Agreement promptly when due; or

(d) Fails to provide Workmen's Compensation coverage or Unemployment Compensation coverage.

The Union's right to engage in such economic action including the right to strike and picket shall be terminated within a reasonable time after notice has been received that the violation has been corrected and any Employee removed from the employ of the Employer under these exceptions shall immediately be returned to the employ of the affected Employer if available.

SECTION 3. Unfair Work: If an Employer is performing work on a job as a Sub-contractor, and during such construction, said job is declared to be unfair by a Building Construction Trades Council, and the work thereon is stopped for that reason, the Local Union shall not be deemed to have violated this Agreement, if, during the period of such stoppage, the Employees represented by the Union fail to perform their work on said job for the Employer.

ARTICLE XXIV JURISDICTIONAL RULES

SECTION 1. The Employer shall not direct persons other than the Employees covered hereunder to perform work which is recognized as the work of United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada.

SECTION 2. Subject to the provisions herein, all jurisdictional disputes not resolved by the parties shall be submitted for final and binding arbitration to the Impartial Jurisdictional Disputes Board for the Construction Industry (hereinafter "Board"), or any successor thereto adopted by the Building and Construction Trades Department of the AFL-CIO and participating Employers. Provided, that all Unions involved in such jurisdictional dispute and all Employers with whom those Unions have Collective Bargaining

Agreements have also submitted to the jurisdiction of, and have agreed to be bound by, all decisions of the Board when those Employers are involved in a jurisdictional dispute. In the event any Union claiming work jurisdiction from an Employer signatory to this Agreement, has a Collective Bargaining Agreement with any Employer which does not provide for settlement of jurisdictional disputes by the Board, then the parties to this Agreement shall not be subject to the jurisdiction of or be bound by decisions of the Board involving such Unions. In the event the above proviso is complied with, the parties hereby agree to accept, and shall be bound by, the rules, regulations and procedures of the Board or its successor as in effect from time to time.

SECTION 3. All work performed in the production or fabrication or assembling of plumbing, heating or piping materials or equipment shall be subject to the terms and conditions of this Agreement.

SECTION 4. The Union agrees to install all materials fabricated in the shops or job site of the Employer, provided the shop or job site are located within the same jurisdiction as that of Local Union No. 25 and are covered by the terms of this contract.

SECTION 5. No member of the Local Union shall be permitted to subcontract or contract any plumbing or pipefitting of any description at any time. Any member of the United Association found in violation of this section, will be dealt with in accordance with the United Association Constitution.

ARTICLE XXV JOINT ARBITRATION BOARD

SECTION 1. A Joint Arbitration Board shall be established consisting of three (3) representatives from each party to this Agreement.

SECTION 2. The Board shall meet upon forty-eight (48) hours written notice given to the other by either of the parties hereto.

SECTION 3. The Joint Arbitration Board shall have jurisdiction to conduct bargaining negotiations, settle all disputes and grievances that might arise between Employers and Employees and carry out the terms of this Agreement. The Board shall be the arbitration vehicle and shall have full power to enforce this Agreement and enforce working rules for the parties subject to this Agreement. It shall have power to impose such penalties from time to time as it may deem necessary. It shall have the right to summon any individual subject to this Agreement as principal or witness to a dispute, such summons to be served through the Chairman or Secretary of the Joint Arbitration Board in a manner to be prescribed by the Board.

SECTION 4. Disputes or grievances (except wages) arising out of interpretation or application of this Agreement may be arbitrated and complainant shall have the right to dismiss a grievance and not insist on arbitration if so desired. The decision of the Board with respect thereto shall be final and binding on all parties subject to this Agreement; and there shall be no work stoppage or abandonment of the work during such arbitration.

SECTION 5. Nothing contained herein shall prevent any Employer from dealing directly with his Employee with respect to any grievance or dispute.

SECTION 6. There shall be no compensation for services rendered by members of this Board. Each party shall bear his own expense of any grievance or arbitration proceeding.

SECTION 7. If local facilities to settle disputes over wages, hours or working conditions have failed to reach a settlement, both parties agree to submit the disputes to the Industrial Relations Council for the Plumbing and Pipefitting Industry, further agree that all terms and conditions of this Agreement shall continue in full force and effect pending the final decision by the Industrial Relations Council.

SECTION 8. The Joint Arbitration Board shall be authorized by majority vote to declare an emergency holiday. The Board shall further be authorized to prescribe such rules and regulations that may be necessary in declaring said holiday.

SECTION 9. In the event a Building Trades Agreement is consummated by the Tri-City Building and Construction Trades Council and after approval of said Agreement by the Joint Arbitration Board, it shall become part of this Agreement.

SECTION 10. Nothing in this Article shall be construed to infringe on any individual's right to refuse to cross a lawful picket line. It is further agreed that the Local Union is not responsible for the actions of its individual members.

SECTION 11. The Business Manager, or his designee, shall have the right to unilaterally amend the Apprentice/Journeyman Assistant/Employee ratios, Foreman ratios, shift schedule requirements as proposed in this Agreement, to administer the Job Subsidy Fund, to provide signatory employers an opportunity to compete on a site specific (per job) basis against open shop competition and/or "in plant" competition. The Union representative will respond to a request from a signatory employer within two (2) working days from the receipt of such request. Any action taken by the Business Manager

pursuant to this Section shall not be considered or interpreted to be a violation of Article XXXV, Section 2 of this Agreement.

**ARTICLE XXVI
HEALTH AND WELFARE,
INDUSTRY ADVANCEMENT,
APPRENTICESHIP FUNDS**

SECTION 1. Health and Welfare - It is mutually agreed that as of May 1, 2002, the Employer shall pay three dollars and forty cents (\$3.40) per hour, for every hour worked by each Employee covered by this Agreement to the Plumbers and Pipefitters Local Union No. 25 Welfare Fund. As of November 1, 2002, the Employer shall pay three dollars and fifty cents (\$3.50) per hour, for every hour worked by each Employee covered by this Agreement to the Plumbers and Pipefitters Local Union No. 25 Welfare Fund.

SECTION 2. Industry Advancement Fund - Illinois Zone: As of May 1, 2002, the Employer agrees to contribute twenty-six cents (\$.26) per hour for each hour worked in the Illinois Zone into the Industry Advancement Fund to be known as the Rock River Plumbing - Mechanical Contractors Association I.A.F. in Illinois. The Industry Advancement Fund shall be applied in payment of costs of industry wide labor relations and for all matters and problems incidental thereto. These costs may include, among other things, the expense involved in conducting a public relations program for the benefit of all signatory Plumbing Contractors engaged in the Plumbing Industry within the jurisdiction of Local Union No. 25, and such other industry-wide endeavors as may appear prudent from time to time.

Anything herein contained to the contrary notwithstanding, there is specifically excluded from the

purposes of the Industry Advancement Fund, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize Employers during a period of work stoppage or strikes.

SECTION 3. Industry Advancement Fund - Iowa Zone: As of May 1, 2002, the Employer agrees to contribute twenty-six cents (\$.26) per hour for each hour worked in the Iowa Zone into the Mississippi Valley Chapter of the Mechanical Contractors Association of Iowa, Inc. I.A.F. in Iowa. The Industry Advancement Fund shall be applied in payment of costs of industry wide labor relations and for all matters and problems incidental, thereto. These costs may include, among other things, the expenses involved in conducting a public relations program for the benefit of all signatory contractors engaged in the plumbing, heating, and cooling industry within the jurisdiction of Local Union No. 25 and such other industry-wide endeavors as may appear prudent from time to time.

Anything herein contained to the contrary notwithstanding, there is specifically excluded from the purposes of the Industry Advancement Fund, the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize Employers during a period of work stoppage or strikes.

The Industry Advancement Fund shall report annually to Local Union No. 25, giving a complete review of its activities and a certified audit showing the Fund disbursements. Said review and audit to be furnished no later than May 1st of each year.

SECTION 4. Joint Apprenticeship Fund - As of May 1, 2002, the Employer agrees to contribute forty-four cents (\$.44) to the Plumbers and Pipefitters Local Union #25 Joint Apprenticeship Fund (JAC) per man

hour worked, of which one cent (\$.01) shall be used solely for the purpose of Journeyman and Apprentice safety training to be provided by the Joint Safety Committee and four cents (\$.04) shall be sent to the Illowa Construction Labor/Management Council.

SECTION 5. EMPLOYER CONTRIBUTIONS: all Employer contribution payments as provided in the ARTICLE XXVI to the Trust Funds, are to be mailed to Local Union No. 25 on or before the 15th day of the following month. If said Employer does not have said payment and forms in the Local Union Office after thirty (30) days, a penalty of five percent (5%) of the amount owed shall be added to the amount owed for the first offense, and ten percent (10%) shall be added for each subsequent offense.

Simultaneously with making said payment of the contribution, said Employer shall also file, a written report in duplicate, setting forth the hours worked by each Employee covered by this Agreement. Forms will be furnished by the Trust Funds and shall be available at the office of Local Union No. 25.

SECTION 6. Health and Welfare Funds: It is mutually agreed that Health and Welfare Funds have been established. A Board of Trustees has been created consisting of twelve (12) members, six (6) appointed by the Association and six (6) appointed by the Local Union. The duties of this Board of Trustees shall be to execute and administer the Declarations of Trust in accordance with Federal, State and Local laws. Said Welfare Fund shall continue from year to year unless terminated by either party hereto giving unto the other party ninety (90) days written notice prior to April 30th of the particular year of its intention to terminate same, so long as the Collective Bargaining Agreement between the parties hereto shall provide for the continuance of the Industry

Advancement Fund referred to in Section 1, hereof. It shall be the responsibility of the Trustees to determine eligibility of anyone receiving benefits.

SECTION 7. Mutual Consideration: In consideration of the Employers Association having agreed to the establishment of said "Health and Welfare Fund" said Union hereby agrees, for itself and its successors, that in all future Collective Bargaining Agreements between the Rock River Plumbing - Mechanical Contractors Association, Mississippi Valley Chapter of the Mechanical Contractors Association of Iowa, Inc., and Local Union No. 25 and its successors, there shall be included an Industry Advancement Fund as herein established so long as there shall be a Health and Welfare Fund.

ARTICLE XXVII TRUST AGREEMENTS

SECTION 1. CREATION: Pursuant to collective bargaining, the parties have created the following Trust Agreements and Trust Funds pursuant thereto:

1. Rock Island County Plumbing Contractors Industry and Advance Fund, May 1, 1962.
Mississippi Valley - Mechanical Contractors Association Industry and Advancement Fund, May 1, 1962.
2. Plumbers and Pipefitters Local Union No. 25 Welfare Fund, August 31, 1960.
3. Plumbers and Pipefitters Local Union No. 24 Pension Fund, August 10, 1964.
4. Plumbers and Pipefitters Local Union No. 25 Joint Apprenticeship Fund, January 27, 1960.

5. Plumbers and Pipefitters Local Union No. 25 401
(k) Plan, as amended, May 1, 1998.

SECTION 2. INCORPORATION BY REFERENCE - Each of the foregoing Trust Agreements are incorporated and made a part of this Collective Bargaining Agreement and shall be binding on all the signatories to this Agreement.

SECTION 3. ACKNOWLEDGMENT: Each Employer, party hereto, expressly acknowledges delivery and receipt of a true copy of each of the Trust Fund Agreements above mentioned and accepts, assumes and agrees to be bound by all of the obligations imposed upon the individual Employer by said Agreement. Each Employer making contributions to each of said funds hereby agrees that by doing so, he does irrevocably designate and appoint the Employer designated Trustees mentioned in each of said Trust Agreements and irrevocably ratifies the designation, selection, appointment, removal and substitution of Trustees as provided in each of said Trust Agreements. Each Employer becoming a party of this Agreement authorizes the Trustees functioning under said Trust Agreements and parties hereto to obtain rulings before any court or agency concerning any tax or other aspect of this Agreement or any of the foregoing Trust Agreements and to comply with the filing or reporting requirements of any applicable law, in behalf of all persons covered hereby.

SECTION 4. Recognizing that the Employees have established their own Health & Welfare Fund, Pension Fund, National Pension Fund, Joint Apprenticeship Fund, and that these monies have always been considered as a part of the total economic package, it is therefore agreed that any reduction of contributions to the above mentioned Benefit Funds will revert to the wage package.

ARTICLE XXVIII LOCAL PENSION PLAN

SECTION 1. It is mutually agreed as of May 1, 2002, that the Employer shall pay five dollars and thirteen cents (\$5.13) per hour to Plumbers and Pipefitters Local Union No. 25 Pension Fund. As of November 1, 2002, it is mutually agreed that the Employer shall pay five dollars and thirty-three cents (\$5.33) per hour to Plumbers and Pipefitters Local Union No. 25 Pension Fund.

This sum shall be paid to the Plumbers and Pipefitters Local Union No. 25 Pension Fund, on or before the 15th day of each month for the preceding month's hourly work total.

Simultaneously with making said payment of the contribution, said Employer shall also file a written report in duplicate, setting forth the hours worked by each Employee covered by this Agreement. Forms will be furnished by the Trust Funds and shall be available at the Office of Local Union No. 25.

SECTION 2. It is mutually agreed that a Pension Plan has been established. A Board of Trustees has been created consisting of twelve (12) members, six (6) appointed by the Local Union and six (6) appointed by the Association. The duties of this Board of Trustees shall be to execute and administer the Declaration of Trust in accordance with Federal, State and Local laws and to administer the fund.

SECTION 3. It is agreed that no withdrawal of funds will be permitted that is not included or permitted by the Federal Social Security Act. It is further agreed that any part of the wage increase herein mentioned in this contract may be allocated by direction of the Union for an hourly pension contribution increase.

SECTION 4. All Employer payments to Trust Funds are to be mailed to Local Union No. 25 on or before the 15th day of the following month. If said Employer does not have said payment and forms in the Union Office after thirty (30) days, a penalty of 5% of the amount owed shall be added to the amount owed for the first offense and 10% shall be added for each subsequent offense.

**ARTICLE XXIX
PLUMBERS AND PIPEFITTERS
NATIONAL PENSION FUND**

SECTION 1. (a) Commencing with the 1st day of May, 1998, and for the duration of the current Collective Bargaining Agreement between the said parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee covered by the said Collective Bargaining Agreement, as follows:

(b) For each hour or portion thereof, for which an Employee receives pay, the Employer shall make a contribution of ninety cents (\$.90) per hour to the above-named Pension Fund. (Each overtime hour shall be counted as one regular hour for which contributions are payable).

(c) For purposes of this Article, each hour paid for, including hours attributable to show up time, travel time and other hours for which pay is received by the Employee in accordance with the Collective Bargaining Agreement, shall be counted as hours for which contributions are payable.

(d) Contributions shall be paid on behalf of any Employee starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.

(e) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein.

(f) The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust dated July 23, 1968, and Restated December 13, 1978. The Employer agrees to be bound by all the terms and conditions of the Restated Agreement and Declaration of Trust, a copy of which has been or will be signed by the Employer in the place provided at the end of such Agreement. Any Employer so adopting and becoming a party to this Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and Successor Employer Trustees in accordance with the terms and conditions hereof.

SECTION 2. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times

to treat contributions to the Pension Fund as a deduction for income tax purposes.

SECTION 3. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund.

SECTION 4. If an Employer fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due together with attorneys' fees and such late payment fees which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance, or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

SECTION 5. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.

SECTION 6. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is April 30, 2005. Copies of the Collective Bargaining Agreement and all renewal or extension agreements will be furnished promptly to the Pension Fund Office and, if not consistent with this Participation Agreement can be used by the Trustees as the basis for termination of participation of the Employer.

ARTICLE XXX
PLUMBERS AND PIPEFITTERS LOCAL 25
401 (K) PLAN

SECTION 1. Commencing with the first day of May, 2002, and for the duration of the Current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to comply with the provisions of the Plumbers and Pipefitters Local 25 401 (k) Plan, as amended, and in accordance with therewith, to permit its bargaining unit Employees to elect to have tax-deferred savings made to the Plan, pursuant to an appropriate authorization form which will become effective as provided in said Plan, and subject to the limitations as provided therein. Effective May 1, 1998, both parties to the Agreement, agreed upon the establishment of a 401 (k) Plan which will be continued and be jointly administered by the Trustees to the Plumbers and Pipefitters Local 25 401 (k) Plan. Details and amounts of this 401 (k) Plan are available though the Local 25 Benefit Office.

SECTION 2. If an Employer fails to pay the Elective Deferrals to the 401 (k) Plan within fifteen (15) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the Elective Deferrals due, together with attorney's fees and such late fees which may be assessed by the Trustees. An Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under this Collective Bargaining Agreement.

ARTICLE XXXI LEGAL CONFORMITY

SECTION 1. If any part of this Agreement is in conflict with any existing Federal, State or Local laws, that portion of the Agreement shall be void.

SECTION 2. The parties to this Agreement acknowledge that they are subject to State and Federal law regarding equal opportunity and fair employment practices and shall comply with these laws and agree that the referral and employment of all Employees shall be without regard to race, color, gender, religion, national origin, ancestry, or disability.

ARTICLE XXXII VOLUNTARY WORK ASSESSMENT DEDUCTION

SECTION 1. Upon receipt of the Employee's written authorization which shall be irrevocable for not more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner, each Employer shall deduct from the Employee's weekly wages, in accordance with this Agreement, the percent as requested by the Employee, of gross earnings and remit same to the Depository established in the preceding sections (this Depository shall in turn transmit same to Union) together with a list of names of the Employees from whom pay deductions were made setting forth the hours worked. The amounts so deducted and transmitted are the working assessments of the Union and treated by the Union as part of its dues. Such written authorization may be revoked by the Employee by written notice by registered mail to the Employer and the Union, received by both during the ten (10) day period prior to the end of such applicable yearly period or during the ten (10) day period prior to the termination of any applicable Collective Bargaining

Agreement, whichever occurs sooner. In the absence of such notice of revocation, sent and received in accordance with the foregoing, the authorization shall be renewed for additional yearly periods or until the end of the Collective Bargaining Agreement, whichever occurs sooner. The Union agrees to hold harmless the Association and the Employers as a result of any claim that the deductions were inappropriately or illegally made.

SECTION 2. Each employer agrees to deduct the sum of \$0.01 per hour (or such other uniform amount upon notice from Local Union 25 and authorization in writing from individual employees) for each hour worked, from the wages of these employees who authorize the deduction of this amount as a political action contribution, by signing a check-off authorization card. This amount shall be transmitted to the Local Union on a monthly basis and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each such employee. These contributions are voluntary in nature and will be transmitted by the Local Union to an Affiliated Political Action Committee.

ARTICLE XXXIII STANDARDS

SECTION 1. It is hereby agreed by the parties to this Agreement that the following rules and requirements must be met and maintained at all times. Any shop not fulfilling said obligations will not be furnished journeymen by Local Union No. 25.

A. An office separate from his home facilities, accessible to the public during all working hours.

B. A lighted sign stating the name of his establishment.

C. A telephone listed in the directory as a Contractor.

D. Someone available to answer the phone during working hours.

E. All Employers must comply with the Illinois State laws governing the work to be performed, and will provide the following information:

1. Name of company, and person responsible for company action.
2. Illinois State Plumbing license number and name, and the position within the firm of the license holder.

F. All Employers must comply with the Iowa State laws governing the work to be performed when working in the State of Iowa.

G. A list of all Employers signing this Agreement shall be mailed to the Contractor Bargaining Agents Office the same day signed and a copy of any agreement which differs from this Agreement in any form will be furnished to said office.

H. There will be no oral agreements between Local Union No. 25 and an Employer. Each Employer must be signatory to a written agreement who is not a member of the Rock River-Mechanical Contractors Association or the Mississippi Valley Chapter of the Mechanical Contractors Association of Iowa, Inc.

I. No shop will be considered fair to Local Union No. 25 that does not employ at least one (1) member of the Bargaining Unit at all times.

J. Employer will not rent welding rig, truck or tools from an Employee (except on mainline work).

K. Each Employer signatory to this Agreement will furnish a \$10,000 bond to cover Wages, Health &

Welfare, Industry Advancement, Apprenticeship, and Local and National Pension Plans.

For all Employers having had no prior payment experience to the various monetary obligations and funds, and for all Employers having had delinquent contributions within the prior twelve (12) months, the bond amount required will be \$25,000.

After a twelve (12) month period of no delinquencies, the bond amount will revert to \$10,000.

L. Each Contractor will provide space for public display of all plumbing licenses. Journeymen must post license in this space before starting work, and it shall remain there until termination of employment. Employer's license shall also be so displayed.

M. All lead flashing and all lead work are to be made and fabricated by journeymen and apprentices. All pipes shall be cut, threaded and assembled by journeymen and apprentices.

N. All Employees shall install plumbing work in accordance with the plumbing code in effect in the area of the installation. Heating, Air-Conditioning and Piping shall be installed in conformity with the City Ordinance of the City where such installation is being made.

O. The Contractor agrees that he, or any of his sub-contractors on the job site, will not contract or sub-contract work to be done at the site of construction, alteration, painting or repair of a building, structure, or other work, except to a person, firm or corporation, party to a current labor agreement with the Union, or subordinate body affiliated with the Building and Construction Trades Department, AFL-CIO, or an affiliate thereof, commonly having jurisdiction over the

class of work involved, provided however, that the Collective Bargaining Agreements of such affiliated Unions contain no illegal clauses conditioning employment or continuation thereof upon the membership by illegal clearances or illegal referral from a Union. If the contractor subcontracts work covered by this Agreement to be performed on the job site, provisions shall be made in writing for the observance and compliance by the sub-contractor with the full terms of this Agreement.

P. All materials within the jurisdiction of the United Association shall be accepted and handled by Employees covered by this Collective Bargaining Agreement at the property line or site designated by the Contractor.

Q. Every Employer shall furnish to Local Union No. 25 a list of licensed journeymen who are corporate members of the firm.

R. Apprentices attending school on regular work days, as defined in Article V, Section 1 of the Working Agreement, shall be paid wages only for this time by the Employer; and the Employer will be reimbursed for this day-time school when apprentices in their employ are required to attend.

S. The Union and Employers agree to institute a recognized Safety Training and Certification Program to include training in areas such as OSHA, NIOSH, Lead Abatement, DFR Certification, etc., to meet users and customers needs and/or OSHA requirements as determined by the Committee.

A Joint Safety Training Committee composed of four (4) representatives of Local Union No. 25 and four (4) representatives from the Contractors Association to be established May 1, 1997, to determine the training and certification needs of the industry.

The training will be directed by said committee and will be funded by a one cent (\$.01) per man-hour as per ARTICLE XXVI, SECTION 4.

T. The Employers subject to this Agreement agree to complete necessary information on form WD-10 "Contractors Report of Construction Wage Rates," for the Union to submit to the U.S. Department of Labor for wage determination under the Davis-Bacon Act. The forms will be furnished by the Local Union.

ARTICLE XXXIV JOINT LABOR-MANAGEMENT UNIFORM SUBSTANCE ABUSE PROGRAM

I. POLICY STATEMENT

The parties recognize the problems created by drug abuse and the need to develop prevention and treatment programs. The Employer and the Union seek to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug-free, safe, healthy work environment for all of its Employees.

II. DEFINITIONS

A. Employer Premises: The term "Employer Premises" as used in this policy includes all property, facilities, land, buildings, structures, automobiles, trucks and other vehicles owned, leased or used by the Employer. Construction job sites for which the Employer has responsibility are included.

B. Prohibited Items & Substances: In addition to alcohol, the following substances specified in Schedule I or II of the Controlled Substance Act, 21 U.S.C. 801.812: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP) (including look-alike drugs and designer drugs) and drug paraphernalia in the possession of or being used by an Employee on the job.

C. Employee: Individuals, who perform work for the Employer under the terms and conditions of this Collective Bargaining Agreement,

D. Accident: Any event resulting in injury to a person or property to which an Employee, or Employer/Employer's employee, contributed as a direct or indirect cause.

E. Incident: An event that has all the attributes of an accident, except that no harm was caused to person or property.

F. Reasonable Cause: Reasonable cause shall be defined as aberrant or erratic behavior such as noticeable imbalance, incoherence, or disorientation.

III. CONFIDENTIALITY

A. All parties to this policy and program have only the interest of Employees in mind, therefore, encourage any Employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. An Employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Employer will make every reasonable effort to return you to work upon your recovery. The Employer will also take action to assure that your illness is handled in a confidential manner.

B. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

C. When a test is required, the specimen will be identified by a code number, not by name, to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

D. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

E. The handling and transportation of each specimen will be properly documented through the strict chain of custody procedures.

IV. RULES - DISCIPLINARY ACTIONS - GRIEVANCE PROCEDURES

A. Rules: All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

1. Use, possess, dispense or receive prohibited substances on or at the job site; or
2. Report to work with any measurable amount of prohibited substances in their systems.

B. Discipline: When the Employer has reasonable cause to believe an Employee is under the influence of a prohibited substance, for reasons of safety, the Employee may be suspended until test results are available. If the Employee has been suspended and no test results are received after three (3) working days, the Employee, if available, shall be returned to work with back pay. If the test results prove negative, the Employee shall be reinstated with back pay. In all other cases:

1. Employees who have not voluntarily come forward, and who test positive for drug use, will be terminated.
2. Employees who refuse to cooperate with testing procedures will be terminated.
3. Employees found in possession of drugs or drug paraphernalia will be terminated.

4. Employees found selling or distributing drugs will be terminated,
5. Employees found under the influence of drugs while on duty, and operating an Employer vehicle, will be subject to termination. This paragraph (5) shall not be applicable before or after work hours.

C. Prescription Drugs: Employees using prescription medication which may impair the performance of job duties, either mentally or motor functions, must immediately inform their supervisors of such prescription drug use. For the safety of all Employees, the Employer will consult with you and your physician to determine if re-assignment of duties is necessary. The Employer will attempt to accommodate your needs by making an appropriate re-assignment. However, if a re-assignment is not possible, you will be placed on temporary medical leave until released as fit for duty by the prescribing physician.

D. Grievance: All aspects of this policy and program shall be subject to the grievance procedure of the applicable Collective Bargaining Agreement.

V. DRUG TESTING

The parties to this policy and program agree that under certain circumstances, the Employer will find it necessary to conduct drug testing. While "random" testing is not necessary for the proper operations of this policy and program, it may be necessary to require testing under the following conditions:

A. A pre-employment drug and alcohol test may be administered to all applicants for employment. This testing shall not be used in a discriminatory manner in the hiring of personnel. A pre-employment drug test may

also be administered for employment when required by the user of the Employer's services.

B. A test may be administered in the event a supervisor has a reasonable cause to believe that the Employee has reported to work under the influence, or is or has been under the influence while on the job, or has violated this drug policy. The decision to test must be based on a reasonable and articulate belief that the

Employee is using a prohibited drug on the basis of specific and contemporaneous physical, behavioral, or performance indications of probable drug use. At least two (2) of the Employer's supervisors, one of who is trained in the detection of possible symptoms of drug use, shall substantiate and concur in the decision to test an Employee. Only one trained supervisor is required to substantiate the decision to test for Contractors with twenty (20) or fewer Employees. A written report describing the Employee's condition shall be completed, dated, and signed by the observer(s) and copies made available to the Employee and the Union. In such cases, the Employee's immediate supervisor(s) may, in a confidential manner, order the Employee to submit to a substance abuse testing. During the process of establishing reasonable cause for testing, the Employee has the right to request his on-site representative to be present. Third-party reports that an Employee is impaired in his duties through the use of prohibited drugs shall not constitute reasonable cause, but may be cause for the observation of the Employee.

C. Testing may be required if an Employee is involved in a workplace accident/incident or if there is a workplace injury.

D. Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse, for up to a one (1) year period.

E. Employees may also be tested on a voluntary basis. Each Employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy, If an Employee refuses to sign a consent form authorizing the test, ongoing employment by the Employer will be terminated.

Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of either blood or urine tests, or both as required. Blood tests will be utilized for post-accident investigation only. The Employer will bear the costs of all testing procedures.

VI REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug problem before it deteriorates into a disciplinary matter. If an Employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Employer will assist in locating a suitable Employee assistance program for treatment, and will counsel the Employee regarding medical benefits that may be available under a health and welfare insurance program.

If treatment necessitates time away from work, the Employer shall provide for the Employee an unpaid leave of absence for purpose of participation in an agreed upon treatment program. An Employee who successfully completes a rehabilitation program shall be reinstated to his/her former employment status, if work for which he/she is qualified exists.

Employees returning to work after successfully completing the rehabilitation program can be subject to drug tests without prior notice for a period of one (1) year. A positive test will then result in disciplinary action as previously outlined in the policy and program.

ARTICLE XXXV DURATION AND TERMINATION

SECTION 1. This Agreement shall enter into force and effect on the 1st day of May, 2002, and shall remain operative and binding upon the Employer and

Local Union No. 25 until the 30th day of April, 2005, and from year to year thereafter, unless notice of termination or modification is given in writing by either party to the other party, sixty (60) days prior to the expiration date.

SECTION 2. In the event the Union enters into any contract, whether written, oral or implied, with any other employer in the area on terms and conditions less stringent than those contained herein, then any employers herein, at its option, may demand that the Union provide to the employer the same terms and conditions by giving notice of the request in writing to the Union within sixty (60) days of the date the Union entered into the less stringent agreement with the other employer.

It is further agreed and understood that it shall not be a violation of this section for the Union to enter into a first time collective bargaining agreement with an employer who previously was not signatory to this agreement that provides terms and conditions less stringent than those contained herein provided that such less stringent terms and conditions do not extend beyond the completion of the projects the employer was engaged in at the time the employer signed the agreement or the expiration of this agreement, whichever ever comes first. Less

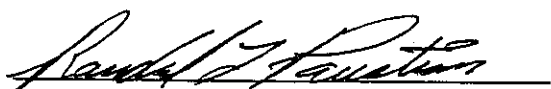
stringent terms and conditions will not be allowed on renewable maintenance projects.

SECTION 3. If at any time it is agreeable to both parties of this Agreement, this Agreement may be open for negotiations for wages and conditions.

SECTION 4. We, the undersigned Plumbing, Pipefitting, Piping and Refrigeration Contractors, and the Officers of Local Union No. 25 do hereby agree to abide by the above Articles of Agreement.

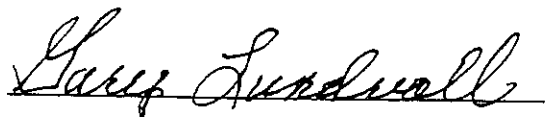
SECTION 5. Entire Agreement of the Parties. This represents the entire Agreement of the Parties, it being understood that there is no other Agreement or understanding, either oral or written.

FOR LOCAL UNION NO. 25

A handwritten signature in cursive script, reading "Randal L. Paustian", written over a horizontal line.

RANDAL L. PAUSTIAN
BUSINESS MANAGER
PLUMBERS AND PIPEFITTERS
LOCAL UNION NO. 25

FOR EASTERN IOWA/WESTERN ILLINOIS
MECHANICAL CONTRACTORS ASSOCIATION

A handwritten signature in cursive script, reading "Gary Lundvall", written over a horizontal line.

GARY LUNDVALL
EXECUTIVE DIRECTOR
EASTERN IOWA/WESTERN ILLINOIS
MECHANICAL CONTRACTORS ASSOCIATION

CONTRACTOR:

FOR: _____

BY: _____

TITLE: _____

DATE: _____

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